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SERIES II No. 34

OFFICIAL GAZETTE

GOVERNMENT OF GOA



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Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 33 dated 15-11-2012 namely, Extraordinary dated 20-11-2012 from pages 1241 to 1242 regarding Notification from Department of Elections (Goa State Election Commission).

GOVERNMENT OF GOA

Department of Education, Art & Culture

Directorate of Technical Education
College Section

Order

No. 16/231/Hr Studies/GEC/DTE/08/Vol.I/2169

Ex post facto sanction of the Secretary (Education) is hereby conveyed for curtailment by 08 days of study leave granted to

Shri Jayeshkumar G. Priolkar, Assistant Professor in Electrical & Electronics Engineering Department vide order No. 16/196/PF/JGP/DTE/05/2417 dated 13-07-2010 sanctioned for the period from 14-07-2010 to 13-07-2012. The effective study leave will therefore be for the period from 14-07-2010 to 05-07-2012.

He is allowed to join duty with effect from 06-07-2012 and is posted back as Assistant Professor on the same post in Electrical & Electronics Engineering Department at Goa College of Engineering, Farmagudi, Ponda-Goa.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 8th November, 2012.

Department of General Administration

Notification

No. 2/2/2012-GAD-H/9659

The Government of Goa is pleased to direct that the days specified in the Annexure-I shall be observed as Public Holidays and the days specified in the Annexure-II as Special Holidays in all Government Offices in the State of Goa during the year 2013 (Saka 1934-1935). All Government Offices will be functional on Special Holidays except if the Special Holidays occur on Saturday or Sunday.

2. In addition to the Holidays specified in Annexure-I and Annexure-II, employees are permitted to avail of any two holidays chosen from the list of Restricted Holidays specified in Annexure-III.

3. The Government is also pleased to declare Commercial and Industrial Holidays for the Commercial and Industrial Workers in Goa as specified in Annexure-IV.

4. Further, in exercise of the powers conferred under explanation to Section 25 of the Negotiable Instruments Act, 1881 (Act 26 of 1881) read with Government of India, Ministry of Home Affairs Notification No. U.11030/2/2/73-UTL dated 28-6-1973, the Government of Goa is also pleased to declare the days specified in Annexure-V as Bank Holidays in the State of Goa.

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Under Secretary (GA).

Porvorim, 16th November, 2012.

ANNEXURE-I

List of Public Holidays for the Year 2013

| Sr. No. | Holidays | Date | Saka | Days of the week |
|---------|---|---------------|----------------|------------------|
| 1. | Republic Day | January, 26 | Magha, 06 | Saturday |
| 2. | Good Friday | March, 29 | Chaitra, 08 | Friday |
| 3. | Gudi Padva | April, 11 | Chaitra, 21 | Thursday |
| 4. | Birth Anniversary of Dr. Babasaheb Ambedkar | April, 14 | Chaitra, 24 | Sunday |
| 5. | May Day | May, 01 | Vaisakha, 11 | Wednesday |
| 6. | Id-UL-Fitr* | August, 09 | Sravana, 18 | Friday |
| 7. | Independence Day | August, 15 | Sravana, 24 | Thursday |
| 8. | Ganesh Chaturthi (1st Day) | September, 09 | Bhadra, 18 | Monday |
| 9. | Ganesh Chaturthi (2nd Day) | September, 10 | Bhadra, 19 | Tuesday |
| 10. | Gandhi Jayanti | October, 02 | Asvina, 10 | Wednesday |
| 11. | Dussehra (Vijaya Dashmi) | October, 13 | Asvina, 21 | Sunday |
| 12. | Id-UL-Zuha (Bakri Id)* | October, 14 | Asvina, 22 | Monday |
| 13. | Diwali | November, 02 | Kartika, 11 | Saturday |
| 14. | Feast of St. Francis Xavier | December, 03 | Agrahayana, 12 | Tuesday |
| 15. | Goa Liberation Day | December, 19 | Agrahayana, 28 | Thursday |
| 16. | Christmas Day | December, 25 | Pausa, 04 | Wednesday |

* The Holiday mentioned at Sr. No. 6 & 12 are subject to appearance of moon.

ANNEXURE-II

List of Special Holidays for the Year 2013

| Sr. No. | Holidays | Date | Saka | Days of the week |
|---------|---|-------------|--------------|------------------|
| 1. | Milad-Un-Nabi or Id-e-Milad (Birthday of Prophet Md.) | January, 25 | Magha, 05 | Friday |
| 2. | Mahashivratri | March, 10 | Phalguna, 19 | Sunday |
| 3. | Holi | March, 27 | Chaitra, 06 | Wednesday |

N.B.:-

1. Special Holidays at Sr. Nos. 1 & 3 applied shall be necessarily sanctioned. In case where employees do not avail of the Special Holidays on the designated days, the holidays may be availed of on any working days during the calendar year 2013 only.
2. Special Holiday at Sr. No. 2 falls on Sunday as such request for Special Holiday on this day or in lieu of this does not arise.
3. Special Holiday mentioned at Sr. No. 1 is subject to appearance of moon.
4. Special Holidays can be prefixed or suffixed to the Leave.

ANNEXURE-III

List of Restricted Holidays for the Year 2013

| Sr. No. | Holidays | Date | Saka | Days of the week |
|---------|--------------------------------|---------------|----------------|------------------|
| 1. | New Year Day | January, 01 | Pausa, 11 | Tuesday |
| 2. | Makarsankranti | January, 14 | Pausa, 24 | Monday |
| 3. | Shivaji Jayanti | February, 19 | Magha, 30 | Tuesday |
| 4. | Guru Ravi Das Birthday | February, 25 | Phalguna, 06 | Monday |
| 5. | Maundy Thursday | March, 28 | Chaitra, 07 | Thursday |
| 6. | Vaisakhi | April, 13 | Chaitra, 23 | Saturday |
| 7. | Vishu | April, 13 | Chaitra, 23 | Saturday |
| 8. | Ram Navami | April, 19 | Chaitra, 29 | Friday |
| 9. | Mahavir Jayanti | April, 23 | Vaisakha, 03 | Tuesday |
| 10. | Budha Purnima | May, 25 | Jyaishta, 04 | Saturday |
| 11. | Feast of Sacred Heart of Jesus | June, 07 | Jyaishta, 17 | Friday |
| 12. | Raksha Bandhan | August, 20 | Sravana, 29 | Tuesday |
| 13. | Janmashtami | August, 28 | Bhadra, 06 | Wednesday |
| 14. | Hartalika | September, 08 | Bhadra, 17 | Sunday |
| 15. | Onam | September, 16 | Bhadra, 25 | Monday |
| 16. | All Souls Day | November, 02 | Kartika, 11 | Saturday |
| 17. | Govardhan Puja | November, 04 | Kartika, 13 | Monday |
| 18. | Bhaubij | November, 05 | Kartika, 14 | Tuesday |
| 19. | Muharam | November, 14 | Kartika, 23 | Thursday |
| 20. | Guru Nanak's Birthday | November, 17 | Kartika, 26 | Sunday |
| 21. | Guru Teg Bahadur Martydom Day | November, 24 | Agrahayana, 03 | Sunday |
| 22. | Feast of Immaculate Conception | December, 08 | Agrahayana, 17 | Sunday |
| 23. | Christmas Eve | December, 24 | Pausa, 03 | Tuesday |
| 24. | New Year's Eve | December, 31 | Pausa, 10 | Tuesday |

ANNEXURE-IV

List of Commercial & Industrial Holidays for the Year 2013

| Sr. No. | Holidays | Date | Saka | Days of the week |
|---------|---|---------------|--------------|------------------|
| 1. | Republic Day | January, 26 | Magha, 06 | Saturday |
| 2. | Birth Anniversary of Dr. Babasaheb Ambedkar | April, 14 | Chaitra, 24 | Sunday |
| 3. | May Day | May, 01 | Vaisakha, 11 | Wednesday |
| 4. | Independence Day | August, 15 | Sravana, 24 | Thursday |
| 5. | Ganesh Chaturthi | September, 09 | Bhadra, 18 | Monday |
| 6. | Gandhi Jayanti | October, 02 | Asvina, 10 | Wednesday |
| 7. | Diwali | November, 02 | Kartika, 11 | Saturday |

| Sr. No. | Holidays | Date | Saka | Days of the week |
|---------|--------------------|--------------|----------------|------------------|
| 8. | Goa Liberation Day | December, 19 | Agrahayana, 28 | Thursday |
| 9. | Christmas Day | December, 25 | Pausa, 04 | Wednesday |

According to the decision communicated by Government of India, Ministry of Finance in Memo-randum No. F. 8 (7) EST (SPI) dated 7th November, 1963 casual employees including daily rated staff will be entitled to paid holidays if they are in service on the preceding and succeeding working days.

ANNEXURE-V

List of Bank Holidays for the Year 2013

| Sr. No. | Holidays | Date | Saka | Days of the week |
|---------|---|---------------|----------------|------------------|
| 1. | Republic Day | January, 26 | Magha, 06 | Saturday |
| 2. | Good Friday | March, 29 | Chaitra, 08 | Friday |
| 3. | Yearly Closing of Account | April, 01 | Chaitra, 11 | Monday |
| 4. | Gudi Padva | April, 11 | Chaitra, 21 | Thursday |
| 5. | Birth Anniversary of Dr. Babasaheb Ambedkar | April, 14 | Chaitra, 24 | Sunday |
| 6. | May Day | May, 01 | Vaisakha, 11 | Wednesday |
| 7. | Id-UL-Fitr* | August, 09 | Sravana, 18 | Friday |
| 8. | Independence Day | August, 15 | Sravana, 24 | Thursday |
| 9. | Ganesh Chaturthi 1st Day | September, 09 | Bhadra, 18 | Monday |
| 10. | Half Yearly Closing | September, 30 | Asvina, 08 | Monday |
| 11. | Gandhi Jayanti | October, 02 | Asvina, 10 | Wednesday |
| 12. | Dussehra (Vijaya Dashmi) | October, 13 | Asvina, 21 | Sunday |
| 13. | Id-UL-Zuha (Bakri-ID)* | October, 14 | Asvina, 22 | Monday |
| 14. | Diwali | November, 02 | Kartika, 11 | Saturday |
| 15. | Feast of St. Francis Xavier | December, 03 | Agrahayana, 12 | Tuesday |
| 16. | Goa Liberation Day | December, 19 | Agrahayana, 28 | Thursday |
| 17. | Christmas Day | December, 25 | Pausa, 04 | Wednesday |

* The holiday mentioned at Sr. Nos. 7 & 13 are subject to appearance of moon.

◆◆◆
Department of Labour

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Order

No. 28/2/2011-Lab-Part file/590

Whereas the industrial disputes as specified in column (2) of the Schedule annexed hereto (hereinafter referred to as the "said Schedule") have been referred to the Labour Court-II for adjudication under the Industrial Disputes Act, 1947 (Central Act 14 of 1947), vide Orders specified in the corresponding entries in column (3) of the said Schedule (hereinafter referred to as the "said industrial disputes");

And whereas the said industrial disputes are presently pending for adjudication in the said Labour Court-II;

And whereas the Presiding Officer of the said Labour Court-II has requested the Government to transfer the said industrial disputes pending the adjudication in the said Labour Court-II to some other Court in the interest of justice and also to prevent any unfounded allegations that might be generated as it has been noticed by the Presiding Officer of the said Labour Court-II that one of the applicant/Workman, namely, Mrs. Bhavana Narulkar, is the wife of Mr. Bhaskar Narulkar who

hails from his native place i.e., Hali, Chandel, Pernem-Goa and is residing in the same vicinity at Patto, Panaji-Goa, wherein the said Presiding Officer of said Labour Court-II has been allotted accommodation by the Government.

And whereas it has been further submitted by the said Presiding Officer of the said Labour Court-II that both the families i.e. of Mr. Bhaskar Narulkar and family of said Presiding Officer of the said Labour Court-II often meet together during any functions being organized by their common friends/relations, and that he has friendly relations with Mr. Bhaskar Narulkar and in the circumstances it will not be fair and proper to hear the said industrial disputes pending before the said Labour Court-II.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 33B of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government hereby withdraws the said industrial disputes as specified in column (2) of the said schedule pending before the said Labour Court-II for adjudication and transfers the same to Industrial Tribunal-Cum-Labour Court-I for disposal.

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 26th October, 2012.

SCHEDULE

| Sr No. | Case No. | Details of Order of reference |
|--------|-----------------|--|
| 1 | 2 | 3 |
| 1. | LCC/02/2000 | Smt. Geeta Fernandes & Ors. V/s. M/s. London Star Diamond Co. (I) Ltd. |
| 2. | LCC/08/98 | Jack Rodrigues & Ors. V/s. M/s. London Star Diamond Co. (I) Ltd. |
| 3. | LCC/39/97 | Jack Rodrigues & Ors. V/s. M/s. London Star Diamond Co. (I) Ltd. |
| 4. | LC-II/LCC/07/08 | Smt. Geeta Fernandes & Ors. V/s. M/s. London Star Diamond Co. (I) Ltd. |

Order

No. 28/24/2012-LAB/587

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Majorda Beach Resort, Majorda, Goa, and it's Workman, Shri Gapur Kazi, Painter, represented by the Majorda Beach Resort Employees Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under section 7-A of the said Act.

SCHEDULE

"(1) Whether the non-employment of Shri Gapur Kazi, Painter, with effect from 03-05-2010, by the management of M/s. Majorda Beach Resort, Majorda, Goa, is a case of refusal of employment or an instance of voluntary absence on the part of the workman?

(2) In either case, to what relief the workman is entitled?"

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 25th October, 2012.

Order

No. 28/28/2012-LAB/595

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. ACC Limited, Margao, Goa, having it's registered office in Mumbai, and it's Workman Shri Newton Franky D'Silva, Customer Service Representative, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under section 7-A of the said Act.

SCHEDULE

- "(1) Whether Shri Newton Franky D'Silva employed as Customer Service Representative can be construed as a 'Workman' as per section 2(S) of the Industrial Disputes Act, 1947 (14 of 1947)?
- (2) If the answer to issue No. (1) above is in the affirmative, then, whether the action of the management of M/s. ACC Limited, Margao, Goa, in terminating the services of Shri Newton Franky D'Silva, with effect from 13-02-2012, is legal and justified?
- (3) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 29th October, 2012.

Order

No. 28/29/2012-LAB/596

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of the Goa Bagayatdar Sahakari Kharedi Vikri Sauntha Maryadit, Ponda, Goa, and their Workmen represented by the Goa Bagayatdar Karmachari Kalyan Sanghtana, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under section 7-A of the said Act.

SCHEDULE

- "(1) Whether the action of the management of the Goa Bagayatdar Sahakari Kharedi Vikri Sauntha Maryadit, Ponda, Goa, in referring to concede the following demands raised by the Goa Bagayatdar Karmachari Kalyan Sanghtana, Ponda, Goa, vide their letter dated 26-09-2010, is legal and justified;

CHARTER OF DEMANDS

- (1) *Demand No. 1:* Dearness Allowance revision from January, 2010 payable in January and July every year as per rates prescribed by the Central Government.
- (2) *Demand No. 2:* To implement VIth Pay Commission with effect from 01-01-2007 and make the payment of arrears with effect from 01-01-2007.
- (3) *Demand No. 3:* To increase the retirement age from 58 to 60 as per the VIth Pay Commission.
- (4) *Demand No. 4:* The employees who have completed 2 years of temporary service be confirmed in the service.
- (5) *Demand No. 5:* 12% Bonus on the salary from 2009-2010.
- (6) *Demand No. 6:* Payment of 45 days wages as Ex-gratia for the year 2009-2010.
- (2) If the answer to issue No. (1) above is in the negative, then, to what relief the workmen are entitled?"

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 29th October, 2012.

Order

No. 28/30/2012-LAB/594

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Andrew Telecommunications (India) Pvt. Ltd., Verna, Goa, and its Workman Shri Milind Shetye, Operator-I, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under section 7-A of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. Andrew Telecommunications (India) Private Limited, Verna, Goa, in dismissing from service Shri Milind Shetye, Operator-I, with effect from 20-04-2011, is legal and justified?

(2) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 29th October, 2012.

Order

No. 28/31/2012-LAB/593

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Ramada Caravela Beach Resort Goa, Varca Beach, Goa and it's Workmen represented by the Ramada Renaissance Resort Employees Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication;

Now, therefore in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. Ramada Caravela Beach Resort Goa, Varca Beach, Goa, is not conceding

to the demand of their Workmen, represented by the Ramada Renaissance Resort Employees Union, for payment of bonus at the rate of 20% for the Accounting year 2010-11, is legal and justified?

(2) If not, what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 29th October, 2012.

Order

No. 28/33/2012-LAB/591

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Andrew Telecommunications (India) Private Limited, Verna, Goa and it's workman Shri Vivekanand Bondre, Operator-I, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. Andrew Telecommunications (India) Private Limited, Verna, Goa, in dismissing from service Shri Vivekanand Bondre, Operator-I, with effect from 20-04-2011, is legal and justified?

(2) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 29th October, 2012.

Order

No. 28/34/2012-LAB/584

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Sanofi Aventis Pharma Limited, Verna, Goa, and their Workmen represented by the Goa Kamgar Karmachari Sena, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the following demands raised by the Goa Kamgar Karmachari Sena vide their letter dated 13-12-2010 before the management of M/s. Sanofi Aventis Pharma Limited, Verna, Goa are legal and justified?

(1) Demand No. 1: Gratuity

It is demanded that all the workmen should be given the gratuity @75% of the Gross Salary.

(2) Demand No. 2: Dearness Allowance

It is demanded that :-

(a) with effect from 01-01-2011, each workman be paid Fixed Dearness Allowance @ 25% of the revised salary.

(b) with effect from 01-01-2011, each workman be paid Variable Dearness Allowance @ Rs. 10/- per point over and above base 2500 points (AAICPI 1960=100). The variable dearness allowance should be revised once every quarter.

(3) Demand No. 3: Flat Rise

It is demanded that each worker be paid a sum of Rs. 10,000/- per month as flat rise over and above the existing Basic Salary and yearly increment of Rs. 10,000/- per annum.

(4) Demand No. 4 : House Rent Allowance

It is demanded that all the workmen should be paid house rent allowance of Rs. 5000/- per month over and above the existing salary.

(5) Demand No. 5 : Lunch Allowance

It is demanded that with effect from 01-01-2011, each workman be paid Rs. 1000/- per month over the existing lunch allowance.

(6) Demand No. 6: Education Allowance

It is demanded that all the Workmen should be paid education allowance @ Rs. 1000/- per month.

(7) Demand No. 7: Conveyance Allowance

It is demanded that with effect from 01-01-2011, the management shall pay each employee a sum of Rs. 1000/- per month towards conveyance allowance.

(8) Demand No. 8: Supplementary Allowance

It is demanded that all the workers should be paid a rise of Rs. 2000/- supplementary allowance.

(9) Demand No. 9: Leave Travel Allowance

It is demanded that each worker should be entitled to leave travel allowance at the rate of one Gross Salary once a year.

(10) Demand No. 10: Medical Allowance

It is demanded that all the workers should be paid Rs. 1000/- per month as Medical Allowance.

(11) Demand No. 11: Shift Allowance

It is demanded that the worker should be paid shift allowance at the rate Rs. 50/- for first shift and Rs. 100/- per second shift respectively.

(12) Demand No. 12: Shift Time

1st shift 08.00 to 16.00 hrs.
2nd shift 16.00 to 00.00 hrs.
Tea Breaks in shift :
Tea Breaks 2 times per shift
10.00 a.m. to 10.15 a.m. &
14.30 to 14.45 hrs.
2nd shift 18.00 to 18.15 and
22.00 to 22.15 hrs.

(13) Demand No. 13: Leave Facilities

It is demanded that the workmen be eligible to the following leave facilities:

- (a) Privilege Leave:
30 days per annum
(to be accumulated for a period of 150 days).
 - (b) Casual Leave:
15 days per annum
 - (c) Sick Leave 15 days per annum (to be accumulated for a period of 50 days)
- All the above leave should allow to encash.
- (d) Holiday:
15 days per annum
(However the said holidays to be finalized by the Management/Union at the beginning of every calendar year.

(14) Demand No. 14: Over time

It is demanded that overtime should be paid on Gross Salary or choice to choose overtime/compensative off.

(15) Demand No. 15: Loan

- a) *Personal Loan:* All workmen should be provided a personal loan of Rs. 5 lakhs @ 2% per annum.
- b) *Housing Loan:* All the workmen should be provided a housing loan as per

required by the employee @ 2% per annum. For personal loan all facilities should be done by the Company & loan installment should be deducted from the monthly salary.

(16) Demand No. 16: Festival Advance

It is demanded that workers should be paid festival advance of Rs. 10,000/- for anyone of the Festival. The amount paid should be recovered in ten (10) equal installment of Rs. 1000/- each from the salary.

(17) Demand No. 17: Monsoon Allowance

It is demanded that an amount of Rs. 1000/- p.a. should be given as Monsoon Allowance to the workmen.

(18) Demand No. 18: Bonus

It is demanded that every worker should be paid Bonus every year @ 20% on the salary earned during financial year without any ceiling. The Bonus ought to be paid 15 days before Ganesh Festival.

(19) Demand No. 19: Incentive

It is demanded that all the workmen should be paid 2% of the profit share per annum.

(20) Demand No. 20: Punching Card

It is demanded that provision of punching card should be made near the security gate.

(21) Demand No. 21: Transport

It is demanded that transport facility be provided to both the shifts 1st shift and 2nd shift from Ponda, Vasco, Goa Velha, Savordem.

(22) Demand No. 22: Service Reward

It is demanded that Company should give service reward to the Workman who completes 5yrs., 10yrs., 15yrs., 20yrs.

should pay Rs. 10,000/- (5 yrs.), Rs. 20,000/- (10 yrs.), Rs. 30,000/- (15 yrs.), Rs. 40,000/- (20 yrs.).

(23) Demand No. 23: *Insurance Policy*

It is demanded that the entire workmen should be covered under group Personal Accident Insurance Policy. The accident covers for each workman shall be an amount of Rs. 5 lakhs, Each employee should be insured on a 24 hours.

(24) Demand No. 24: *Death Relief Fund*

It is demanded that the existing Policy of the Company should be included in the settlement.

(25) Demand No. 25: *Period of Settlement*

Period of settlement 36 months effective from 01-01-2012 to 31-12-2013.

(26) Demand No. 26: *Medical Scheme*

It is demanded that-

a) All the workmen who are out of ESI Scheme should be given unlimited amount should be given for treatment for self, spouse & two dependent children upto the age of 25 yrs.

b) Normal Medical Bills shall be claimed after submission of Bills amount should be provide within 15 days,

(27) Demand No. 27: It is demanded that Company should give time for Union to take Meeting in the premises every three months (3 months).

(28) Demand No. 28: It is demanded that Company shall allow short leave or late reporting four (4) times per month to all the workers in case of any emergency.

(29) Demand No. 29: It is demanded that any policy and cultural programme is to be discuss by the Management with Union Committee Member.

(30) Demand No. 30: It is demanded that in case the Company is merged with the other Company, 30% of rise to be given in the salary.

(31) Demand No. 31: Company should provide five day week facility to all the workmen who are on the muster roll of the company.

(31) Demand No. 32: *Bandh Day*

Whenever factories are closed or transport is not available due to any reason beyond the control of the workmen and if the workmen are not able to come to the factory for work, then, that day should be considered as "paid day".

(2) If the answer to issue No. (1) above is in the negative, then, what relief the Workmen are entitled to?

(3) Whether the counter demands raised by the management of M/s. Sanofi Aventis Pharma Limited, Verna, as enumerated below in Annexure-I, II & III are legal and justified?

ANNEXURE-I

Basic requirements expected from operators

(In addition to the existing clauses in the Standing Order and Settlement dated 26-12-2008).

1. Collaborating for Maximizing Equipment Utilisation:

- Availability of operators at work place shall be sharp 8.00 a.m. for first shift, 4.00 p.m. in second shift and 12.00 p.m. in third shift.
- Operators to leave workplace (place of work) at 4.30 p.m. for first shift, 12.00 p.m. in the second shift and 08.00 a.m. in the third shift.
- Any operator punching his attendance card or reporting at place of work at 10 minutes from the start of the shift, will be liable for deduction of 1/2 day leave. No intimation in this regards, may be given to the concerned operator.
- Lunch break & Dinner break timing of 30 mins., to be strictly followed, machine to startup immediately.
- Operators should remain at the work place except during IPC checks.

- f) Machines to start within 10 minutes (i.e. 08.10 a.m. in first shift) latest at beginning of shifts & after lunch/dinner breaks.
- g) No stoppage during first & second shifts transition/hand over.
- h) Stoppage of machine 15 minutes before end of shift for cleaning purposes (at 11.45 p. m. in second shift).
- i) Immediate communication in case machine is stopped due to any reason.
- j) Flexibility for working in different areas as per daily requirements at the advice of the supervisors.
- k) Management will require to work in the third shift based on Production requirement. Prior notice of 6 days will be provided. All employees will report in the third shift as and when required. Failing which, the Management can produce necessary action against erring employees.

2. Productivity:

- a) Flexibility of operators to work in the third shift as per requirements.
- b) There should be no stoppages of the machine for bunker charging in compression charging area once bunker is empty.
- c) During 1st IPC testing compression m/c should be in running condition. (After conforming the weight and the thickness).
- d) Inform the breakdown of the machine to the concerned engineering the team and concerned supervisor immediately, whenever there is any breakdown of the machine. The operator to be present during the rectification.

ANNEXURE-II**List of Operators for Basic Salary Increase for 2011 settlement**

| Sr. No. | Group 1 | DOP |
|---------|---------------------|----------|
| 1. | Dinesh Naik | 2-Aug-99 |
| 2. | Dhana Naik | 2-Aug-99 |
| 3. | Krishna Shirshodkar | 2-Aug-99 |
| 4. | Felix D'Souza | 9-Aug-99 |
| 5. | Ajay Phadte | 1-Nov-99 |

| Sr. No. | Group 2 | DOP |
|---------|--------------------|----------|
| 1. | Surya Naik | 1-Jan-00 |
| 2. | Rajesh Naik | 1-Jan-00 |
| 3. | Dilip Phondekar | 1-Jan-00 |
| 4. | Shankar Pandit | 1-Jan-00 |
| 5. | Sanjay C. Patil | 1-Jan-00 |
| 6. | Rajesh Borkar | 1-Jan-00 |
| 7. | Satish Naik | 1-May-00 |
| 8. | Mangirish Patio | 1-May-00 |
| 9. | Vishwanath Arolkar | 1-May-00 |
| 10. | Kalpesh Salaskar | 1-May-00 |
| 11. | Sandeep Gaonkar | 1-May-00 |

| Sr. No. | Group 3 | DOP |
|---------|------------------------|-----------|
| 1. | Bholanath M. Kankonkar | 10-Aug-03 |
| 2. | Navindra Borkar | 4-Sep-03 |
| 3. | Jagdish Shetkar | 12-Apr-04 |
| 4. | Rajendra K. Naik | 22-Apr-04 |
| 5. | Gopi Sawant | 1-Jun-05 |
| 6. | Gaspar Fernandes | 1-Jun-05 |
| 7. | Vijaykumar Naik | 1-Sep-05 |
| 8. | Suraj Tamse | 1-Sep-05 |
| 9. | Iresh Uppalwar | 1-Oct-07 |
| 10. | Ashwek Parab | 1-Oct-07 |
| 11. | Sushant Naik | 1-Oct-08 |
| 12. | Sachin Naik | 1-Oct-08 |
| 13. | Keshav Naik | 1-Oct-08 |

3. Discipline:

- a) Prior information of the shift change/ /absenteeism as per the company's policies.
- b) Maximum number of late comings 2 (two) in a calendar month and max. time 10 minutes, after which employee has to apply for half day, alternatively salary for half day will be deducted.
- c) Incase operator is absent without information person running the machine in first shift should continue the machine in II shift.
- d) Lifting of soiled plates in the canteen.
- e) Attending meetings and training sessions after the advice of the supervision.

In case of violation of any of the clauses in the settlement, the Management reserves the right to deduct a proportion of some/all the benefits of the settlement.

ANNEXURE-III**General Provisions:**

- a. The union and the workers have specifically agreed to implementation of various requirements/ /procedures under ISO, FBA regulations, GMP EHS, Factories Act and Gowning procedures and other Global/International Authorities, etc.
- b. This settlement is in full and final settlement of all demands raised by the union in their charter of demands mentioned in the recital of this case above and other demands, which are not specifically dealt with or not pressed in this settlement, shall be treated as settled.
- c. The union and the workmen individually, jointly or though any other union or agency, agree not to raise or pursue any dispute in respect of any demand whether specifically covered or not pressed or withdrawn in this settlement and further agree not to raise any demand involving any financial burden or otherwise on the company, directly or indirectly, during the currency of this settlement. The company agrees not to raise or pursue any dispute specifically covered or withdrawn during the currency of this settlement.

- d. In case of a legislation or otherwise, identical or similar benefit as accruing to the workmen under this settlement, are introduced in future by the Government, the union and the workmen will be entitled to opt for benefits either under this settlement or the legislation in its totality, whichever is more beneficial to them, but not both.
- e. Both parties also agree that in case of any individual/group grievances, every effort will be made to resolve it in the first place by mutual discussions between the parties in accordance with the existing grievance procedure, and without either party resorting to any unilateral action. It is also agreed between the parties that in the event that they do not arrive at a mutually acceptable solution, both parties will follow constitutional and legally established machinery/ /methods for the settlement of disputes and shall not resort to any direct and/or agitational methods.
- f. It is in interest of the company and its workmen that the company must sustain and improve its competitive status and earning capacity. For this the union and its workmen agree to co-operate with the Management in all necessary efforts to continue to improve efficiency, productivity, various continuous improvement programmes and elimination of wastage.
- g. It is expressly understood by the Union and its workmen that all the prevalent service conditions shall continue to remain unaltered and the union and the workmen agree to abide and follow these conditions for the overall efficiency of the Plant and the company.
- h. It is understood by the Union and the Workmen that any rules & regulations, existing practices, privileges, terms and conditions currently prevailing in the company as a matter of policy or statute which have not been expressly altered as a result of this settlement shall continue to remain in force and the union and its workmen shall abide by the same. Any alteration in the existing policy, rules and regulations, existing practices and privileges or introduction of any new policy, rules and regulations, practices and privileges by the company during the tenure of this settlement in accordance with the existing law at the time of such alteration/introduction, and which does not prejudice the terms and conditions of this settlement shall be followed by the Union and its workmen. Similarly any statute modified or introduced by the Government during the tenure of this settlement shall be complied with the company as well as the union and its workmen.
- i. The union and the workmen appreciate that it is essential to improve and maintain the competitive status and profitability of the company and reduce the costs as an ongoing exercise. The union and the workmen shall continue to adhere to all measures adopted by the company from time to time towards the is goal, including the following:

1. Introduction of new and/or improved methods and machinery, restructuring, re-allocation or reorganization, flexibility of manpower allocation and method simplification or modification or improvements in various inputs.
 2. Both parties agree to carry out modifications, abolition of wasteful practices, introduction of appropriate procedure for effective and maximum utilization of the operating time, overlapping shift timing and such other methods as may be considered appropriate jointly which will result into work simplification or overall improvement in the efficiency.
 3. It is agreed that workmen shall work in any section/department as per the requirement for the company.
 4. It is agreed that workmen shall adhere to working in shifts as notified from time to time and accepting overtime work as and when it is required.
 5. It is also agreed that safety of the plant, machinery/equipments and personnel is of paramount importance and both the parties shall protect it under all circumstances.
 6. It is also agreed that all workmen will adhere to the shift timings by starting the work on time and not leaving the place of work until & unless he is relieved by the next shift operator.
 7. It is also agreed that all workmen will attend the training programmes they are nominated for as per their training & development plans
- (4) If the answer to issue No. (3) above is in the negative, then, what relief the workmen are entitled to ?”

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 23rd October, 2012.

Order

No. 28/36/2012-LAB/592

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Parle (Exports) Private Limited, Verna, Goa and it's Workmen represented by the Kamgarancho Ekvott, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the “said dispute”);

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central

Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the non-employment of the below mentioned workers with effect from 10-05-2010 to 01-10-2010 by the management of M/s. Parle (Exports) Private Limited, Verna, Goa, is a case of refusal of employment or an instance of strike by the said Workmen?

1. Shri Sharad Harmalkar.
2. Shri Nitesh Mandrekar .
3. Shri Deepak Palyekar.
4. Shri Pandurang Shetgaonkar.
5. Shri Narayan Raut.
6. Smt. Vilasini Kautankar.
7. Shri Sahadev Bandekar.
8. Shri Umesh Shetye.
9. Shri Sanjay Parsekar.
10. Smt. Rajashree Gaonkar.
11. Shri Janardhan Harmalkar.
12. Shri Bablo Malik.
13. Smt. Surekha Akerkar.
14. Shri Menino Vaz.

(2) In either case, what relief the Workmen are entitled to?"

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 29th October, 2012.

Order

No. 28/25/2012-LAB/589

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. CG-PPI Adhesive Products Limited, Kundaim, Goa, and its Workmen represented by the CG-PPI Kundaim Employees Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said

Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. CG-PPI Adhesive Product Limited, Kundaim Industrial Estate, Kundaim, Goa, in refusing to concede the following demands raised by the CG-PPI Kundaim Employees Union, on behalf of their workmen vide letter dated 31-03-2011, is legal and justified?

CHARTER OF DEMANDS

(1) Demand No. 1: *Pay Scales*

It is demanded that all the workers should be fitted in revised pay scale as follows:

Grade HI: 1500-100-2000-125-2675-150-3375-200-4375-300-5875.

Grade H2: 1800-120-2400-150-3150-200-4150-250-5400-350-7150.

Grade WO: 2000-150-2750-200-3750-275-5125-350-6875-400-8875.

Grade WI: 2200-200-3200-250-4450-300-5950-400-7950-450-10200.

Grade W2: 2400-250-3650-300-5150-350-640-500-9400-500-12100.

Grade W3: 2650-300-4150-350-5900-400-7900-550-10650-600-13650.

Grade W4: 3000-350-4750-400-6750-450-9000-600-12000-700-15500.

(2) Demand No. 2: *Flat Rise*

It is demanded that all the workmen shall be given flat rise in basic at the rate mentioned below:

Grades

| | | |
|----|---|------------|
| HI | — | Rs. 700/- |
| H2 | — | Rs. 750/- |
| WO | — | Rs. 850/- |
| WI | — | Rs. 900/- |
| W2 | — | Rs. 950/- |
| W3 | — | Rs. 1000/- |
| W4 | — | Rs. 1050/- |

Fitment

After adding above flat rise to the existing basic of the workmen, they should be fitted in the revised scale of pay in their respective grades.

(3) Demand No. 3: *Seniority increments*

It is demanded that all the workmen shall be given seniority increments as mentioned below:

Service upto 3 to 5 years : Three increments.
 Service upto 6 to 7 years : Four increments.
 Service upto 7 to 11 years : Six increments.
 Service from 11 years and : Eight increments.
 above

(4) Demand No. 4: *Fixed Dearness Allowance*

It is demanded that all the workmen shall be paid fixed dearness allowance at the revised rate of Rs. 1,000/- per month.

(5) Demand No. 5: *Variable Dearness Allowance*

It is demanded that the present rate of variable dearness allowance is very less hence same shall be paid at the revised rate of Rs. 5.00 per point rise beyond 2350 (1960-100).

(6) Demand No. 6: *House Rent Allowance*

It is demanded that house rent allowance should be paid at the revised rate i.e. arise of Rs. 600/- should be given in present house rent allowance.

(7) Demand No.7: *Conveyance Allowance*

It is demanded that Rs. 1,000/- should be given as conveyance allowance arise in present office to meet the increased cost of transport.

(8) Demand No. 8: *Canteen Subsidy*

It is demanded that canteen subsidy shall be paid at the revised rate of Rs. 600/- per month per workman as a rise or canteen should be provided at subsidized rate.

(9) Demand No. 9: *Education Allowance*

It is demanded that all the workmen should be paid Education Allowance at the revised rate of Rs. 500/- per month per workman as a rise in present allowance.

(10) Demand No.10: *Domiciliary Treatment Allowances*

It is demanded that Domiciliary Treatment Allowance shall be paid at the rate of Rs. 400/- per month workman.

(11) Demand No. 11: *Accident Leave and Medical Expenses*

It is demanded that those workman who meet in the accident while on duty they should be given fully pay special sick leave till they are fit to resume the duty and full medical expenses should be reimbursed by the management.

(12) Demand No. 12: *Leave Travel Allowance*

It is demanded rise of Rs. 7000/- should be given in present Leave Travel Allowance to each worker.

(13) Demand No. 13: *Leave*

It is demanded to provide following leave facilities to the workmen:

1. Privilege Leave — 30 days per year.
2. Sick Leave — 10 days per year.
3. Casual Leave — 15 days per year.

B. Holidays - It is demanded that 10 Public Holidays and 3 Restricted Holidays per year.

(14) Demand No. 14: *Chemical Allowance*

It is demanded that all the workmen should be paid chemical allowances at the rate of Rs. 400/- per month to each workman.

(15) Demand No. 15: *Washing Allowance*

It is demanded that all the workmen should be given washing allowances at the rate of Rs. 100/- as a rise in their present allowance.

(16) Demand No. 16: *Loan*

It is demanded that those who have completed more than five years and above should be given loan facilities of Rs. 2,00,000/- to purchase house hold things or which will be recoverable from the worker at the rate of 2% interest.

(17) Demand No. 17: *Shift Allowance*

It is demanded that all the workmen should be paid the shift allowance as follows:

- | | | |
|-----------|---|-------------------|
| 2nd shift | — | Rs. 60/- per day. |
| 3rd shift | — | Rs. 75/- per day. |

(18) Demand No. 18: *Medical Allowance*

It is demanded that with effect from 01-04-2011 the following rise in present medical benefit per month should be given:

| | | |
|-------------|---|-----------|
| Grade | | |
| HI & H2 | — | Rs. 500/- |
| WO & WI | — | Rs. 600/- |
| W2, W3 & W4 | — | Rs. 700/- |

(19) Demand No. 19:

It is demanded that the Union reserves the right to amend, add and delete any clauses of the Charter of Demands during the negotiation.

(20) Demand No. 20:

It is demanded that all the workmen who have completed 4 years in present grade as on 31-03-2011 should be given next higher promotion/ /higher grade.

- (2) If the answer to issue No. (1) above is in the negative, then, what relief the Workmen are entitled to?"

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 29th October, 2012.

Order

No. 28/26/2012-LAB/588

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. GKB Optolab Private Limited, Karaswada, Bardez, Goa, and it's Workman Shri Anil Naringrekar, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether the non-employment of Shri Anil Naringrekar with M/s. GKB Optolab Private Limited, Karaswada, Bardez, Goa, with effect from 16-04-2007, is an instance of refusal of employment or voluntary resignation?
- (2) Whether the Workman is entitled to any relief?"

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 25th October, 2012.

Order

No. 28/35/2012-LAB/586

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Nilaya Hermitage, Arpora, Bardez, Goa, and it's workman Shri Kishore (Natha) Sakhalkar, Driver, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central

Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7 -A of the said Act.

SCHEDULE

- "(1) Whether the action of the management of M/s. Nilaya Hermitage, Arpora, Bardez, Goa, in terminating the services of Shri Kishore (Natha) Sakhalkar, Driver, with effect from 14-11-2008, is legal and justified?
- (2) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 25th October, 2012.

Order

No. 28/38/2012-LAB/603

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Kendriya Bhandar, Panaji, Goa, and it's workperson Smt. Vaishali Harikant, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication,

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether the action of the management of M/s. Kendriya Bhandar, Panaji, in terminating the services of their workperson Smt. Vaishali Harikant, with effect from 11-09-2011, is legal and justified?
- (2) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 31st October, 2012.

Order

No. 28/40/2012-LAB/602

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. New Era Handling Agency, Vasco-da-Gama, Goa, and it's Workman Shri Chandrakant Gawas, Packer, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under section 7-A of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. New Era Handling Agency, Vasco-da-Gama, Goa, Contractor of M/s. Zuari Industries Limited, Zuarinagar, Goa, in terminating the services of Shri Chandrakant Gawas, Packer, vide their Termination Order dated 09-04-2012, is legal and justified?

(2) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 31st October, 2012.

**Department of Mines**

Directorate of Mines & Geology

—

Order

No. DMG/SHAH-COMM/2012/2181

The Government is pleased to constitute a committee under the Chairmanship of Shri R. M. S. Khandeparkar Retired Judge of Hon'ble High Court of Bombay, to independently investigate, inquire and submit a Report to the State Government on the various issues raised in the Justice Shah Commission Report.

The other members of the committee shall be

- | | |
|--------------------------------|-----------------------------------|
| 1) Shri K. P. Nayati | — Environment Expert. |
| 2) Shri Tapan Chakraborti | — Former Director, NEERI. |
| 3) Dr. Pramod Pathak | — M. Tech (Chem Engg) IIT Mumbai. |
| 4) Shri V. B. Prabhu Verlekar | — Senior Chartered Accountant. |
| 5) Principal Secretary (Mines) | — Member Secretary. |

The terms of reference/Functions of the Committee shall be

- a) Effective control, supervision and regulation of mining operations in the State of Goa by implementing the Provisions of Law;
- b) To report on the loss/pilferage to the Public Exchequer, on matters of Royalty, Land Cess, Forest Wealth, Mineral Resources, Encroachments on Government land and to identify the wrongdoers in this regard;
- c) Offences and illegalities committed in the illegal mining activities in the State of Goa, other than the cases of forty two mines where illegal Orders were passed to dole out favours to dead Leases by reviving them illegally by condoning the delay from the year 1995 onwards, as the State Government has already issued Show Cause Notices to take appropriate action as per law, and by identifying the public servants and others in aiding and abetting the offences and illegalities in the mining operations, transportation and causing loss to the Public Exchequer and gains for themselves;
- d) To suggest remedial measures including for co-ordination between various Governmental Bodies, Statutory Authorities, etc., any suggestions and measures for regulated mining in the State of Goa under some independent Authority.
- e) The Committee shall take appropriate decisions and recommend and carry out registration of offences/prosecution of those found guilty.

The term of the Committee shall be for 1 year from the date of Notification in the Official Gazette.

The remuneration of the committee members and other expenditure incidental to and incurred for carrying out the work of the committee shall be notified separately.

Prasanna A. Acharya, Director & ex officio Joint Secretary (Mines).

Panaji, 19th November, 2012.

Order

No. 44/1/Policy/80-Mines/Vol.VI/Part/2198

In pursuance of clause (e) of Rule 2(e) of the Goa Minor Mineral Concession Rules (1985), the Government of Goa hereby authorizes the following officers to exercise all the powers of the Inspecting Officers within the limits of their respective jurisdiction, with immediate effect, namely:

- (i) the officers not below the rank of (Assistant) Motor Vehicle Inspector in the Directorate of Transport;
- (ii) the Mamlatdars and Joint Mamlatdars (of the respective Taluka);
- (iii) the police officers not below the rank of the Assistant Sub-Inspector;
- (iv) the Hydrographic Surveyors and Radio Officers in the Office of the Captain of Ports; and
- (v) the Officers of the Water Resources Department not below the rank of the Junior Engineer.

By order and in the name of the Governor of Goa.

Sd/- (Prasanna A. Acharya), Director & ex officio Joint Secretary (Mines).

Panaji, 20th November, 2012.

Department of Personnel

Order

File No. 12/2/2012-PER

On recommendation of the Departmental Promotion Committee of the following Official in the grade of Head Clerk/Sr. Stenographer (outside Secretariat) are promoted to the post of Superintendent (outside Secretariat) Group 'C' in Pay Band-2 ₹ 9300-34800+Grade Pay ₹ 4600 on regular basis with immediate effect:—

1. Smt. Begam Lobo.
2. Shri Agnelo Fernandes.
3. Shri Manual Danial.

The above officials shall be on probation for a period of two years.

They shall exercise option within one month from the date of promotion to fix their pay in terms S.F.R. 22 (1) (a) (I).

Consequent upon above promotion the transfer and posting of following Superintendent (outside Secretariat) is as below, in the public interest:-

| Sr. No. | Name of Officer | Posted on promotion |
|---------|---|--|
| 1 | 2 | 3 |
| 1. | Smt. Begam Lobo (Promotee) | Public Works Department. |
| 2. | Shri Agnelo Fernandes (Promotee) | Directorate of Health Services vice Smt. Anamika Kenaudekar transferred. |
| 3. | Shri Manual Danial (Promotee) | Directorate of Industries, Trade & Commerce. |
| 4. | Smt. Ashweta A. Redkar, Government Printing Press | O/o Commissioner of Labour, ESI Office Margao. |
| 5. | Smt. Anamika Kenaudekar, Directorate of Health Services | Water Resources Department. |
| 6. | Shri Shrikant Mahalunkar, Labour & Employment | Directorate of Education vice Smt. Srineeta S. Madkaikar transferred. |
| 7. | Smt. Srineeta S. Madkaikar, Directorate of Education | Labour & Employment vice Shri Shrikant Mahalunkar transferred. |
| 8. | Shri S. P. Singnapurkar, Collectorate North | Electricity Department vice Shri Ramakant Talkar transferred. |
| 9. | Shri Ramakant Talkar, Electricity Department | Collectorate North vice Shri S. P. Singnapurkar transferred. |

Incumbent at Sr. Nos. 5, 7 and 9 shall move first.

N. P. Singnapurkar, Under Secretary (Personnel-II).

Porvorim, 12th November, 2012.

Order

File No. 12/2/2012-PER

On recommendation of the Departmental Promotion Committee the following Official in the grade of Head Clerk/Sr. Stenographer (outside Secretariat) are promoted to the post of Superintendent (outside Secretariat) Group 'C' in Pay Band-2 ₹ 9300-34800+Grade Pay ₹ 4600 on ad hoc basis with immediate effect and posted on the post shown against their name in the public interest.

| Sr. No. | Name of Officer | Posted on promotion |
|---------|---------------------------|--|
| 1 | 2 | 3 |
| 1. | Smt. Kalyani B. Naik | Directorate of Mines & Geology. |
| 2. | Smt. Celia Maria M. Gomes | Government Printing Press vice Smt. Ashweta A. Redkar. |
| 3. | Smt. P. M. B. Dessai | Commissioner of Commercial Taxes. |

The above ad hoc promotion will not bestow on them any claim for regular appointment and the services rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade and for eligibility for promotion to the next higher post.

The above ad hoc promotion shall be for a period of one year in the first instance, or till the posts are filled on regular basis, whichever is earlier.

N. P. Singnapurker, Under Secretary (Personnel-II).

Porvorim, 12th November, 2012.

**Department of Revenue****Order**

No. 23/23/2012-RD

Whereas, it appears to the Government of Goa, that the Temporary occupation and use of land situated at Campal Panaji City and more particularly described in the Schedule hereunder (hereinafter called the "said land") is needed for public purpose namely approach road to venue of opening ceremony of the 43rd International Film Festival of India – 2012, by Entertainment Society of Goa, Panaji for a period of 15 days w.e.f. 19-11-2012 to 03-12-2012.

Now, therefore, Government appoints the Dy. Collector/SDO, Panaji-Goa to perform the function of the Collector, North Goa District, Panaji-Goa under the L.A. Act, 1894 and directs him under Section 35 of the L.A. Act, 1894 (Central Act of 1894) to procure the occupation and use of the said land for a period of 15 days from the commencement of such occupation by the Entertainment Society of Goa, Panaji.

SCHEDULE

(Description of the said land)

| Taluka: Tiswadi | | Village: Panaji City |
|---|---|----------------------|
| Survey No./ /Sub-Div. No./ /Chalta No./ /PT. Sheet No. | Names of the persons believed to be interested | Area in sq. mts. |

| 1 | 2 | 3 |
|------|--------------------------|-----|
| 81/2 | O: Philip Armando Pinto. | 587 |

Boundaries :

North : Chalta No. 1, P. T. Sheet No. 81.

South : Road.

East : Chalta No. 2 part of
P. T. Sheet No. 81.

West : Chalta No. 2 part of
P. T. Sheet No. 81.

Total: 587

By order and in the name of the Governor
of Goa.

Anju S. Kerkar, Under Secretary (Revenue-II).

Porvorim, 19th November, 2012.

Notification

No. 22/40/2008-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition admeasuring an area of 2,06,900 sq. mts. for Housing Scheme of the Board at Neura-O-Pequeno village under Survey No. 23/1 and 24/1 of village Neura-O-Pequeno, Tiswadi Taluka.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said

land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, Goa Housing Board, Porvorim-Goa, to perform the functions of a Collector, North Goa District, Panaji-Goa, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji-Goa.
2. The Special Land Acquisition Officer, Goa Housing Board, Porvorim-Goa.
3. The Managing Director, Goa Housing Board, Porvorim-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.

A rough plan of the said land is available for inspection in the Office of the Special Land Acquisition Officer, Goa Housing Board, Porvorim-Goa, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

| <i>Taluka:</i> Tiswadi | | <i>Village:</i> Neura-O-Pequeno |
|------------------------------|--|---------------------------------|
| Survey No./ /Sub-Div. No. | Names of the persons believed to be interested | Appox. area in sq. meters |
| 1 | 2 | 3 |
| 23/1 | O: M/s. Sterling Abodes. O: Damodar J. Kamat. O: Espirito Santo Fernandes. O: Maruti Vithal Patil. O: Ajay Vinayak Nevrekar. O: M/s. Millfields Developers Pvt. Ltd. | 1,99,350 |
| 24/1 | O: Damodar J. Kamat. | 7,550 |

Boundaries :

North : Village boundary Batim,
Sr. No. 25.

South : Road.

East : S. No. 28 & 21/1, 2, 3.

West : Village boundary Batim,
Goa Velha.

Total: 2,06,900

By order and in the name of the Governor
of Goa.

Ashutosh Apte, Under Secretary (Revenue-I).

Porvorim, 19th November, 2012.



Department of Social Welfare

Order

No. 13/46/2011-SWD/6631

Read: Memorandum No. 13/46/2011-SWD/4805
dated 25-09-2012.

On recommendation of the Goa Public Service Commission, vide their letter No. COM/I/5/44(1)2012/171 dated 26-07-2012, the Government of Goa is pleased to appoint Shri Sudesh Nanda Gaude to the post of Assistant Director (Welfare of Differently Abled) Group 'B' Gazetted, in the Directorate of Social Welfare, Panaji, on temporary basis in the pay scale of ₹ 9,300-34,800+grade pay of ₹ 4,600/- and other admissible allowances with immediate effect, as per the terms and conditions contained in the Memorandum cited above.

Shri Sudesh Nanda Gaude shall be on probation for a period of two years.

Shri Sudesh Nanda Gaude is declared medically fit as per report of the Medical Board of Goa Medical College.

As per the report of District Magistrate, North Goa, nothing adverse is reported regarding character and antecedents of Shri Sudesh Nanda Gaude.

The expenditure towards pay and allowances of the Assistant Director (Welfare of Differently

Abled) shall be debited to the following Budget Head.

2235—Social Security and Welfare, 02—Social Welfare, 101—Welfare of Handicapped, 02—Strengthening of the Department under Social Welfare Wing (Non-Plan), 01—Salaries.

By order and in the name of the Governor of Goa.

V. M. Paranjape, Director & ex officio Joint Secretary (Social Welfare).

Panaji, 15th November, 2012.

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